

- 3.2.19 Use of ANI. Automatic Numbering Identification technology shall be used so that no caller is required to give his/her originating calling number, except in instances where ANI information is not available from the local exchange company or competitive local carrier.
- 3.2.20 Automatic error correction. The State highly desires that providers have an error-correction function to automatically correct typographical errors made by Communications Assistants. If this system is available, please describe how it functions.
- 3.2.21 Macros. Describe if and how macros are used to facilitate CA typing during the Relay process and how macros are used in measuring CA typing speed.
- 3.2.22 Caller ID. Outline the technology and procedures used to provide Caller Identification services.
- 3.2.23 Message retrieval. Please describe how answering machine and voice mail message retrieval services will be provided.
- 3.2.24 Call release. Please describe how call release services will be provided.
- 3.2.25 Speed-dialing. Please describe how speed-dialing services will be provided.

3.3 OPERATIONAL PROTOCOL, SKILLS, TRAINING AND STANDARDS

- 3.3.1 Relay Nevada greeting. Unless otherwise directed by the caller, the CA shall always use a pre-determined script (voiced or mechanical, depending on whether the caller voices or uses a TTY or computer) to announce himself/herself as a Relay Nevada agent, provide their identification number, and identify their gender. Please provide a sample script of the announcement for calls to be received at the relay center, announcement to the called party, and sign-off announcement. The State prefers that the greeting used when the called party is a voice user, identify the CA as an "operator" (to avoid confusion with first-time users).
- 3.3.2 CAs shall possess the following skills prior to handling calls:
 - a. An accurate typing speed of 60 WPM. When measuring accuracy, any word misspelled or typed incorrectly shall be excluded from the WPM count.
 - b. Proficiency in grammar.
 - c. Ability to understand people using limited English, to translate limited written English, and to voice English correctly. If the CA cannot translate ASL to English and English to ASL, vendor shall ensure that a person fluent in ASL translation is on duty at the relay center at all times to assist CAs with ASL translation.
 - d. Training to include deaf culture, American Sign Language, sensitivity to the capabilities and needs of people with speech impairments, the CAs role in the relay process, and training in interpersonal skills to handle difficult or stressful conversations.

- 3.3.3 Recruitment. Vendor shall describe how it recruits, screens and tests CA applicants.
- 3.3.4 Identify past, present and proposed future employment of disabled personnel in management and supervisory positions, particularly deaf, deaf/blind, hard of hearing and speech disabled individuals.
- 3.3.5 Confidentiality of calls. Describe how calls will be handled to ensure a high level of confidentiality with respect to information processed by a CA and the protection of electronically collected information. Also discuss any situations when exceptions may exist as to the confidential relationship between end users and the CA.
- 3.3.6 Training. Vendors shall describe and outline their initial CA training program, including length of time in training, subject matter of training and trainers used (particularly if they are deaf or hard of hearing). At a minimum, training shall include ASL Gloss and grammar, deaf culture, needs of deaf and speech-impaired users, TTY etiquette and operations of telecommunications equipment.

In addition, vendors shall identify how CAs are monitored, evaluated, and provided upgraded training and skills during the continuation of their employment.

- 3.3.7 A CA "Code of Ethics," which serves to guide CAs in professional performance, shall be included with each vendor's response. Describe how this code is enforced.
- 3.3.8 CA access to supervisor. Explain how a CA is able to access a supervisor or administrator while still on line during a relay call. Also, how is this done with minimal or no disruption of the conversation between end users?
- 3.3.9 Procedures for relaying communication shall begin and end with the CA identifying his/her ID or station number, should begin with identification of the CA's gender, and shall include the following (unless the end user requests otherwise):
 - a. CAs shall translate limited typed English into correct spoken English so that non-TTY users can understand the call and converse with the other end user.
 - b. CAs shall inform the TTY user of the non-TTY user's tone of voice, typing in parentheses items such as laughing, rude voice, yelling, or background noise.
 - c. CAs shall keep the end-user informed of the status of the call, such as dialing, ringing, busy signal, disconnected or on hold.
 - d. The CA shall honor the TTY user's option of telling the CA what aspects of the call the TTY user will handle, such as requesting that relay service be introduced to the called party or not be introduced to that party.
 - e. CAs shall communicate exactly what is said when the call is answered and during the conversation unless either party specifically requests otherwise.

- f. When relay needs to be explained to a voice user, the CA shall type “explaining relay” to TTY user. If relay service is initiated by a voice caller and needs to be explained to a TTY user, the CA similarly shall state that relay is being explained.
- g. The CA shall adopt a conversational tone appropriate to the type of call made by a TTY user (i.e., the tone of the CA must match the tone of the TTY user).
- h. CAs shall inform the TTY user if a different voice user becomes involved in the phone call.
- i. If a different CA becomes involved in handling the call, both end users shall be informed of this fact and the new CA identification number and gender shall be announced. The only times that a change in CAs should occur are as follows:
 - Caller requests a change in gender of the Communications Assistant
 - End user verbal abuse of CA or obscenity toward the CA
 - The call requires a specialist CA (Spanish language, speech to speech, VCO to VCO, etc.)
 - Illness
 - Shift change
 - Call duration of one hour or more
 - Potential conflict of interest where the CA identifies an end user as a family member, friend or customer.

If a call must be transferred to another CA, describe the procedure to be employed.

- j. If an end user makes subsequent calls after the original one to the relay center and the called line is busy, the CA shall permit unlimited re-dial attempts to the caller.
- k. All comments directed to the CA by either party shall be relayed.
- l. If a typing error is made and not automatically corrected, CAs shall continue typing in a forward direction by typing “XXX” (signifying error), then type the word or numbers correctly.
- m. CAs shall verify spelling of proper nouns, numbers and addresses that are spoken.
- n. The CA will disconnect the outbound call when the inbound caller disconnects.
- o. If a caller wants to make a complaint, the CA shall give the caller the option of being transferred to a supervisor or of being given the Customer Service number to register the complaint.
- p. CAs shall not counsel, advise or interject personal opinions or additional information into a relay call nor hold personal conversations with anyone using Relay Nevada.
- q. Callers are not required to give their names or the name of the party being called. If names are given, no record should be made of this without the permission and knowledge of the caller. However, if it will help facilitate a call, the CA may request a name and explain how it will help the call.
- r. If a TTY user types an “S” at the beginning of the call, the CA shall recognize this as originating from a speech disabled user.

- s. If a TTY caller reaches an answering machine, the CA shall announce this and give the caller the option of being given the message or of hanging up. However, if there is a charge for the call, the caller shall be charged for only the last call if it takes more than one attempt to retrieve and convey the answering machine message or to leave a message on the answering machine.

3.4 BILLING AND CALL RECORDS

- 3.4.1 Charges to TRS users will cost no more than charges for functionally equivalent service paid by callers who use "regular" or "mainstream" phone service-- i.e., those who use voice-only networks-- and preferably will cost less.
- 3.4.2 The awarded vendor must provide billing to end users for interstate and intrastate (inter-LATA and intra-LATA) calls. This does not mean that the relay provider needs to be a long distance carrier. Toll calls placed through the relay system shall be billed to the caller preferably at a lower rate than would apply if the calls had been placed without the use of a CA. Explain the rates that shall be extended to Nevadans making toll calls.
- 3.4.3 The awarded vendor shall allow TRS users to use calling cards, credit cards, to make person-to-person calls, collect calls, third party billing, and calls to and from hotel rooms. Explain how these types of billings will be made available to the TRS caller.
- 3.4.4 Vendors shall explain how they will rate and process coin-sent paid long distance calls made from pay telephones.
- 3.4.5 The awarded vendor shall assure that billed minutes to the State will not be rounded up to more than the nearest tenth (1/10) of a minute and shall describe how this will be accomplished.
- 3.4.6 Keeping in mind section 3.4.5 immediately above, specify how in-state local calls, in-state long distance calls, out-of-state long distance, and international long distance calls will be identified and documented for billing purposes, specifically for bills to be paid by the State and those to be paid by the National Exchange Carrier Association (or other agency that may be designated by the FCC). Such calls shall include the following minimum information:
 - a. Call date
 - b. Originating telephone number
 - c. Terminating telephone number
 - d. Starting time of call
 - e. Ending time of call
 - f. Call duration for billing purpose
 - g. Phone number, calling card or credit card number to be billed
- 3.4.7 Explain how long-distance charges will appear on the end user's bill and how the billing record detail will be transmitted to the billing agent (if applicable).

- 3.4.8 Describe the billing procedure for provision of relay services. Include a sample bill that will be evaluated for ease of understanding, clarity and completeness of information. The sample shall also incorporate traffic reports presented in section 3.2.8.

3.5 EDUCATION, RESPONSIVENESS TO CONSUMERS AND OUTREACH

- 3.5.1 Directory assistance. The awarded vendor shall work with the State but will take the lead to ensure that local exchange companies comply with FCC regulations concerning information on TRS in LEC phone directories and the provision of directory assistance services.
- 3.5.2 Reasonable accommodations. The awarded vendor shall work with the State and shall provide meeting facilities and three qualified ASL interpreters and captioning services for Council meetings (per diem for State staff and Council members excluded) associated with:
- a. Arranging and conducting meetings of the Nevada Telecommunications Council (a 10-15 member advisory board that meets two or three times per year).
 - b. Annual “town hall” meetings in up to three communities to receive consumer input and to familiarize consumers with relay service, product changes or enhancement opportunities.
 - c. Five outreach activities per year, covering both Northern and Southern Nevada.
- 3.5.3 Outreach materials. The awarded vendor shall produce brochures in English and Spanish that explain the various services of Relay Nevada, generic “business cards” for deaf, deaf/blind and hearing disabled consumers to give to hearing individuals (explaining relay service and the 800/888 /877 relay number for hearing people to call), and other printed materials that may be distributed for special features, such as the use of VCO, HCO, and speech to speech. These materials also shall be made available upon request in Braille, large print and audiotape. Complaint resolution identified in section 3.5.10 also shall be addressed in the general brochures. *Please explain or provide examples of such materials.*
- The State reserves the right to pre-approve any outreach material produced and to require the awarded vendor, at the awarded vendor’s expense, to correct any erroneous or inaccurate material produced without the State’s approval.
- 3.5.4 Identify other media or educational services provided for hearing, deaf, deaf/blind, speech or hearing disabled users statewide to promote relay service. If a vendor responds to this question and it adds cost to the per-minute price, specify the additional per-minute cost for these alternative media or educational services.
- 3.5.5 Billing inserts. The awarded vendor periodically shall provide appropriate language to the ILECs/CLECs providing service in Nevada for informational billing inserts about relay services.

- 3.5.6 Telephone directories. The awarded vendor shall systematically work to ensure that Relay Nevada telephone numbers are consistently and accurately included in all telephone directories published by local exchange carriers serving Nevada consumers. Relay Nevada listings must be in **bold type** in all Nevada phone company directory white pages. Relay Nevada also should be located on the directory's table of contents and information pages.
- 3.5.7 Annual report. Twenty copies of a bound annual report shall be submitted to the State's Contract Administrator or at a meeting of the CDC by February 28 each year, detailing provider's program performance for the prior calendar year, to include at least:
- a. statistical summaries of usage, based on monthly report criteria
 - b. recent trends and analysis
 - c. staffing to service Nevada's relay service
 - d. promotional activities associated with Relay Nevada
 - e. service changes
 - f. future trend projections
- 3.5.8 Vendors shall identify staff to perform the work outlined in section 3.5.2 through section 3.5.8, keeping in mind that a full-time account manager is not requested.
- 3.5.9 Complaint resolution. Vendor shall identify its procedures for receiving and responding to complaints, responding to inquiries about and receiving comments about Relay Nevada. All procedures must be explained in appropriate outreach activities or informational materials and shall include a separate, toll free number accessible to TTY or voice consumers 24 hours a day.
- 3.5.10 Contracted outreach. The awarded vendor shall budget at least \$40,000 annually for public education and outreach. Please advise if more can be provided. At the direction of the State, these funds shall be used to produce materials or to contract with providers of outreach services. The focus of all outreach work will be determined by the State, in consultation with the provider and the CDC. The funds expended will be above and beyond all other efforts outlined in other sections of this RFP. The awarded vendor will include in its annual report the specific expenditures made in this area.
- 3.5.11 Website. The awarded vendor shall provide a Relay Nevada website with information on the services available, program contacts, and links to Relay Nevada and other related services. Costs for the website are to be included in the overall per session rate for TRS services. Please describe or provide sample pages for a proposed website.

3.6 SYSTEM ENHANCEMENTS

3.6.1 Internet Protocol Relay

Funding for IP Relay is currently the responsibility of the interstate TRS fund through the National Exchange Carriers Association. In case the State should become responsible for the future funding of this service, a price for this service is requested for the processing of IP Relay calls. A separate line-item should be listed on the "Cost Proposal" (see section 3.9) related to IP Relay. All requirements for standard Relay services apply, unless specific requirements are stated in this section. The scope of work for these objectives may change if the FCC establishes alternative standards.

a. Reporting System

Because the State is technically responsible for the quality of IP relay services provided in Nevada, we ask that monthly reports on IP relay be provided, even if the State is not financially liable to the awarded vendor for the service. These reports should at least include call volume, minutes of use and complaint information.

Should Nevada become financially liable to the awarded vendor for IP relay, the awarded vendor shall offer a reporting system that provides detailed information on usage, busy times, visitors to site, requests for IP Relay calls, IP calls unable to be processed due to unavailable operators, length of calls, total number of calls handled, operator staffing, and other pertinent information needed to manage the service and provide periodic assessment of the level of access and quality of the service.

b. Calls Not Terminating In Nevada

Should the State become responsible for funding IP Relay, the awarded vendor agrees to establish a Personal Identification Number (PIN) system in coordination with the State. Users will be required to use their PIN to make calls that do not terminate in Nevada.

c. FCC Standards

Please describe how your company will meet FCC rules related to IP relay.

d. Must Meet Relay Nevada Standards

IP-based Relay must meet all of the established standards for Relay Nevada calls with the exception of billing, 900 calls, and emergency calls. The awarded vendor shall inform the State of the number of requests for IP Relay that were not met. The ASA shall be no greater than 85% of all calls answered in 10 seconds, measured from the time the user arrives at the IP Relay server to the time the call arrives at a workstation ready for the operator to process the call.

c. Expenses

All expenses associated with IP Relay, including any long distance or toll calls, will be included in the overall reimbursement rate.

f. Reporting Abuse

Should the State become responsible for funding IP Relay, the awarded vendor must provide the State a monthly usage report by PIN code that shall be used to provide information on the frequency and duration that users are accessing the service. The State may request the blocking of specific PINs that have exceptionally high usage and are suspected of being abused.

g. Hours of Operation

IP Relay Nevada will operate 24 hours a day, 7 days a week, 365 days a year.

h. Complaint Procedures

Complaint procedures are to be the same as those for standard Relay Nevada calls.

i. Monthly Call and Complaint Reports

The monthly reports are to be the same as those for standard Relay Nevada calls, where possible, and must be provided on the 21st of each month.

3.6.2 Video Relay Service

Funding for VRS is currently the responsibility of the interstate TRS fund through the National Exchange Carriers Association. In case the State should become responsible for the future funding of this service, a price is requested for the processing of VRS calls. A separate line-item should be listed on the "Cost Proposal" (see section 3.9) related to VRS. All requirements for standard Relay services apply, unless specific requirements are stated in this section. The scope of work for these objectives may change if the FCC establishes alternative standards.

Nevada VRS is to provide the relay of phone conversation, not Video Relay Interpreting (VRI) that is used in place of providing an on site interpreter. Video Relay Service shall be defined as a communication link between one video Relay user to the VRS operator who connects to a standard phone user and vice versa. Video Relay Service is not intended to act as an interpreter service in cases where the users are located in close proximity to each other, either in the same room or adjacent rooms. In addition, conference calls are not permitted through VRS.

A Relay caller uses video equipment to place a call to the VRS. The interpreter at the awarded vendor's site translates the caller's sign language to voice to complete a call to a standard phone user.

In issuing this RFP, the State is pursuing the following specific objectives to offer VRS:

- To contract with a qualified vendor to provide an interactive video communication service that utilizes a sign language interpreter at the awarded vendor's site (or other designated location) to provide video relay to individuals using their own videoconference equipment. This service allows translation from sign language to voice rather than from text to voice.
- To establish Video Relay to ensure functionally equivalent relay service for persons who rely on visual modes of communication.
- To establish Video Relay to ensure functionally equivalent relay service for persons who rely on visual modes of communication.
- To meet all FCC requirements related to VRS.

a. Video Relay Service (VRS)

The awarded vendor must provide a VRS system that allows translation from sign language to voice rather than from text to voice. A Relay caller uses video equipment to place a call to the TRS. The interpreter at the Relay Center translates the caller's sign language to voice to complete a call to a standard phone user. VRS must allow audio as well as video transmission to and from the VRS user in order to provide VCO, 2-Line VCO, and HCO calls to be processed via VRS.

b. Bandwidth and Video Standards

The awarded vendor must provide an IP based video system, which conforms to ITU standards for H.323 and H.320 videoconference standards. The video quality must be of sufficient clarity to make the signing understandable. Bandwidth for transmission must be no less than 384 kbs at all times. The only exception would be when the in-coming call is less than 384 kbs. The systems must be capable of meeting the incoming speed of the video call.

c. Interpreters

The awarded vendor shall employ qualified interpreters who are proficient in ASL, Signed English, and PSE, both receptive and expressive and oral interpreting. VRS interpreters will function as fully trained Relay Nevada Operators and must adhere to the Registry of Interpreters for the Deaf (RID) Code of Ethics.

d. Reports

Because the State is technically responsible for the quality of VRS services provided in Nevada, we ask that monthly reports on VRS be provided, even if the State is not financially liable to the awarded vendor for VRS. These

reports should at least include call volume, minutes of use and complaint information.

Should Nevada become financially liable to the awarded vendor for VRS, the monthly reports are to be the same as those for standard Relay Nevada calls, where possible. Reports will be submitted to the State on the 21st of each month following service unless otherwise specified.

e. Customer Use Tracking System or IP Based System

Should the State become responsible for funding VRS, the awarded vendor shall establish a system to track inbound call usage by PIN and report usage to the State.

f. System Design and Capability

The awarded vendor must have a plan to provide Video Relay Service which includes, but is not limited to, access capabilities options, video and audio transmission capabilities, and any special features of the system.

g. Compatibility With VRS Users

The awarded vendor must make available to the user the compatibility requirements necessary for the user to access VRS from a personal computer (PC).

h. IP Access to VRS

The awarded vendor must have the capability to measure:

- The number of requests for VRS that cannot be filled because all operators are busy.
- The number of requests for VRS that cannot be filled for other reasons (to include reason).

i. Center Staffing

The VRS Center must have a sufficient staff of Interpreter/Operators (I/O) at the time of award and have the capability to expand I/O staff as necessary. (I/O staff are CAs who communicate in ASL instead of by a TTY. They function just like a CA and must meet all the same requirements.)

The awarded vendors must employ at a minimum, two (2) Interpreter/Operators during the hours of operation of VRS.

The awarded vendor must ensure that staffing allows for interpreter down time to ensure that the quality of calls meets the standards detailed in Functional Area One - Standard Telecommunications Relay of this RFP.

j. Hours of Operation

VRS must at least be available Sunday through Saturday, 9:00 am to 7:00 pm prevailing local Nevada time, including holidays.

k. Minimum Standard for Service

Please describe how your company will meet the FCC's minimum standards for VRS.

l. Costs

Vendors shall include all costs associated with VRS in their Financial Proposals.

m. VRS Reporting

All reports are due to the State on the 21st of each month following service unless otherwise specified, and must include:

Monthly Call Report

- Number of requests for VRS
- Number of requests for VRS not filled (and reasons)
- Call wait time
- Number of calls processed
- Average length of call (monthly)
- List of PINs accessed and call duration
- Number of outbound calls
- Total Minutes of use (session time)
- Total Minutes of setup and wrap up

Complaint Report

- Daily Complaint/Commendation Report
- Customer information (if given)
- Date, time of complaint
- I/O Identification
- Nature of complaint/commendation
- Complaint resolution

4. COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

- 4.1.1 Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. *An out-of-state vendor must become duly qualified to do business in the State of Nevada as a foreign corporation before a contract can be executed.*
- 4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable.
- 4.1.3 Location(s) of the company headquarters and offices servicing Relay Nevada.
- 4.1.4 Number of employees both locally and nationally.
- 4.1.5 Location(s) from which employees will be assigned to Relay Nevada.
- 4.1.6 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- 4.1.7 Company background/history and qualifications for providing relay services in Nevada.
- 4.1.8 Length of time vendor has been TRS services to the **public and/or private sector**. Please provide a brief description.
- 4.1.9 Organizational chart identifying the hierarchical structure of vendor's personnel involved in the contracting and provision of relay service (management, legal division, supervisors, CAs, etc.).
- 4.1.10 Has the contractor ever been engaged under contract by any State agency?
[] Yes [] No If "Yes," specify when, for what duties, and for which agency.
- 4.1.10 Is the contractor or any of the contractor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?
[] Yes [] No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 4.1.11 Vendor's Dun and Bradstreet number.
- 4.1.12 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

4.2 REFERENCES

Vendors shall provide a minimum of three (3) references from similar projects performed for private state and/or large local government clients within the last five years. **Vendors are required to submit Attachment C, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division's designee.** IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT THE COMPLETED FORMS ARE RECEIVED BY THE PURCHASING DIVISION ON OR BEFORE THE PROPOSAL SUBMISSION DEADLINE FOR INCLUSION IN THE EVALUATION PROCESS. Business References that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

- 4.2.1 Business/agency name;
- 4.2.2 Project description;
- 4.2.3 Project dates (starting and ending);
- 4.2.4 Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)
- 4.2.5 Staff assigned to project that will be designated for work per this RFP;
- 4.2.6 Client project manager name, telephone number (voice and/or TTY), fax number and e-mail address.
- 4.2.7 Brief description of the working relationship between the vendor and the reference.

4.3 SUBCONTRACTOR INFORMATION

- 4.3.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If "Yes", vendor must:

- a. Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- b. Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.
- c. References as specified above must be provided for any proposed subcontractors.
- d. The State requires that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals shall include a plan by which the State will be notified of such payments.
- e. Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.
- f. Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

5. COST

Note: Cost information *must not* be included with the vendor's Technical Proposal, please refer to the Submittal Instructions.

- 5.1 Basic cost. A fixed rate per session minute shall be submitted covering the first three years of the contract for the services identified in Proposal Requirements, sections 3.1 through 3.5.
- 5.2 Vendors also shall provide a fixed rate per session minute covering the last two years of the basic service contract the State may opt to exercise. A fixed rate per session minute shall be submitted for the services identified in Proposal Requirements, sections 3.1 through 3.5.
- 5.3 Future service cost for IP Relay (Section 3.6.1). The provider shall provide a per-minute price for IP Relay, should the State become responsible for funding this service during

the contract period. The state may opt to exercise this price, or to contract for the service through another vendor.

- 5.4 Future service cost for VRS (Section 3.6.2). The provider shall provide a per-minute price for VRS, should the State become responsible for funding this service during the contract period. The state may opt to exercise this price, or to contract for the service through another vendor.

6. **PAYMENT**

- 6.1 Payment for the contracted service will take place within 30 - 45 days upon receipt of a monthly invoice and the Office of Disability Services' approval. However, vendors may propose an alternative payment option. Alternative payment options must be listed on Attachment A of the RFP. Alternative payment options will be considered if deemed in the best interest of the State. The State does not issue payment prior to receipt of goods or services.

7. **SUBMITTAL INSTRUCTIONS**

- 7.1 In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received either by mail, facsimile or e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number and be addressed to the State of Nevada, Purchasing Division, Attn: Julie Butler or Kimberlee Tarter, Purchasing Officer, 755 N. Roop St., No. 211, Carson City, NV 89701, faxed to (775) 687-1376 or e-mailed to srvpurch@purchasing.state.nv.us. The deadline for submitting questions is August 27, 2003, at 5:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses mailed, faxed or e-mailed to prospective vendors on or about September 17, 2003. Please provide company name, address, phone number, fax number, e-mail address and contact person when submitting questions.

- 7.2 RFP Timeline

| <i>TASK</i> | <i>DATE/TIME</i> |
|--|-----------------------------|
| Deadline for submitting questions | 8/27/03 @ 5:00 p.m. |
| Answers to all questions submitted available on or about | 9/17/03 @ 5:00 p.m. |
| <u>Deadline for submission and opening of proposals</u> | 11/21/03 @ 2:00 p.m. |
| Evaluation period | 11/24/03 - 1/20/04 |
| Tentative Announcement of Award | 1/21/04 |
| Contract Start Date | 7/1/04 @ 12:01 a.m. |

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

- 7.3 Vendors shall submit one (1) original proposal marked "MASTER" and 11 identical copies to:

State of Nevada, Purchasing Division
Julie Butler, Services Purchasing
755 N. Roop St., No. 211
Carson City, NV 89701

Proposals shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL NO.: 1346
PROPOSAL OPENING DATE: 11/21/03 @ 2:00 p.m.
FOR: **Telecommunications Relay Service**

- 7.4 **Proposals must be received at the above-referenced address no later than 2:00 p.m. Pacific Time, November 21, 2003.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.
- 7.5 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State's discretion, proposal may submitted all or in part on electronic media, as requested within the RFP document. Proposals may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.
- 7.6 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.
- 7.7 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.
- 7.8 For ease of evaluation, proposals must be presented in the following format. Exceptions to this format will be considered during the evaluation process and may reflect negatively on a vendor's score.
- 7.8.1 Transmittal Letter. A transmittal letter prepared on the vendor's business stationery must accompany each proposal. An individual authorized to bind the vendor to all statements, including services and prices, contained within the

proposal must sign the letter (NRS §333.337). However, no price information shall be discussed in the letter.

7.8.2 Proposals must begin with a table of contents, must be organized consistent with the sections and subsections outlined within this RFP, and must have divider tabs for each item identified below.

- a. Cover page
- b. Introduction
- c. Mandatory Requirements
- d. System Design
- e. Operational Standards
- f. Billing and Call Records
- g. Education and Outreach
- h. System Enhancements
- i. Company Background
- j. References
- k. Payment
- l. Attachments

7.8.3 The cost proposal must be **submitted in a separate, sealed envelope** and must address all items outlined within section 5 of this RFP.

7.8.4 The entire response must be submitted in no less than 12-point font. If possible, please submit the entire response (i.e., technical and cost proposals) in 13 or 14-point font.

7.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.

7.10 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

7.11 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.

7.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 6.0/7.0 via e-mail, diskette, or on the State Purchasing Division's website in PDF or EXE format at <http://purchasing.state.nv.us>. When requesting an RFP via e-mail or diskette, vendors should contact the Purchasing Division for assistance. In the event vendors choose to receive the RFP on diskette, the vendor will be responsible for providing a blank 3.5" formatted diskette. Unless vendor provides a Federal Express,

Airborne Express, etc. account number and appropriate return materials, the diskette will be returned by first class U.S. mail.

- 7.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposals should place their written response in *an easily distinguishable font* immediately following the applicable question.
- 7.14 *For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal (NAC §333.155(3)).* This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 7.15 A vendor who believes the proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.
- The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.
- Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- 7.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 7.17 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.
- 7.18 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL **MUST NOT INCLUDE COST AND PRICING INFORMATION**. While Technical and Cost proposals may be shipped together (i.e., in the same box/envelope), each proposal, inclusive of the master and requisite number of copies, must be bound or packaged separately.

8. **PROPOSAL EVALUATION AND AWARD PROCESS**

- 8.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria listed in descending order of precedence:

- 8.1.1 System, Operations and Service Quality
 - Mandatory Requirements
 - System Design and Maintenance
 - Operational Protocol, Skills, Training and Standards
 - Billing and Call Reports
 - Education, Responsiveness to Consumers, and Outreach
 - System Enhancements
 - Company Background and Subcontractors
- 8.1.2 Cost
- 8.1.3 References

Proposals shall be kept confidential until a contract is awarded.

- 8.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada (NRS § 333.335(5)).
- 8.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.
- 8.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive (NAC §333.165). Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 8.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 8.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

9. TERMS, CONDITIONS AND EXCEPTIONS

- 9.1** Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service, timeliness, quality, technology, flexibility, and pricing. Vendors will be notified in writing of their rating.
- 9.2** In accordance with Senate Bill (SB) 280 of the 2003 Nevada Legislature, if a vendor submitting a proposal in response to this solicitation is a resident of another state, and with respect to contracts awarded by that state, applies to vendors who are residents of that state a preference, which is not afforded to vendors or contractors who are residents of the State of Nevada, the State of Nevada, Purchasing Division shall, insofar as is practicable, increase the out of state vendor's proposal by an amount that is substantially equivalent to the preference that the other state of which the vendor is a resident denies to vendors or contractors who are residents of the State of Nevada.
- 9.3** This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 9.4** The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 9.5** The State reserves the right to waive informalities and minor irregularities in proposals received.
- 9.6** The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 9.7** The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 9.8** Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 9.9** Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents renders a proposal non-responsive.
- 9.10** Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 9.11** Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

- 9.12** Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 9.13** Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 9.14** The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.
- 9.15** No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 9.16** Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 9.17** The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 9.18** All proposals submitted become the property of the State and will be returned only at the State's option and at the vendor's request and expense. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract. Only specific parts of the proposal may be labeled a "trade secret," provided that the vendor agrees to defend and indemnify the State for honoring such a designation (NRS §333.333). The failure to so label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 9.19** A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 9.20** The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations that may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

- 9.21** The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described above. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 9.22** Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

- 9.23** The State will not be liable for Federal, State, or Local excise taxes.

- 9.24** Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.

- 9.25** The State reserves the right to negotiate final contract terms with any vendor selected (NAC §333.170). The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 9.26** Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor

misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

- 9.27** No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 9.28** The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 9.29** Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 9.30** Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

10. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Documents to be submitted with proposal:

Completed

- | | |
|---|-------|
| 1. Requested number of copies of technical proposals packaged separately | _____ |
| 2. Requested number of copies of cost proposals packaged separately | _____ |
| 3. Page 1 of the RFP completed and signed | _____ |
| 4. Primary Vendor Attachment A signed with confidentiality and exceptions noted | _____ |
| 5. Subcontractor Attachment A signed with confidentiality and exceptions noted | _____ |
| 6. Primary Vendor Information provided | _____ |
| 7. Subcontractor Information provided (if applicable) | _____ |
| 8. Reference forms sent out for Primary Vendor | _____ |
| 9. Reference forms sent out for Subcontractors (if applicable) | _____ |
| 10. Verification of licensure for Primary Vendor (if applicable) | _____ |
| 11. Verification of licensure for Subcontractors (if applicable) | _____ |
| 12. Certificate of Insurance | _____ |

13. (other)_____

Primary Vendor's Company Name: _____

Attachment A
CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE
WITH
TERMS AND CONDITIONS OF RFP
PRIMARY VENDOR

Submitted proposals are confidential until the contract is awarded; following contract award, in accordance with NRS §333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5). In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

This proposal contains proprietary information Yes _____ No _____

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES _____ NO _____ SIGNATURE _____
Primary Vendor

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

| RFP SECTION NUMBER | RFP PAGE NUMBER | PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION) |
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CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP SUBCONTRACTOR

Submitted proposals are confidential until the contract is awarded; following contract award, in accordance with NRS §333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5). In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

This proposal contains proprietary information Yes _____ No _____

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES _____ NO _____ SIGNATURE _____
Subcontractor

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

| RFP SECTION NUMBER | RFP NUMBER | PAGE | PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION) |
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